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This document was prepared  
by and upon recording  
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7721/0102 32 001 Page 1 of 11  
2001-09-18 12:41:32  
Cook County Recorder 41.50



Cross Reference: see Exhibit B attached

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective as of the date this Assignment is fully executed by both parties, by and between **CHICAGO SMSA LIMITED PARTNERSHIP**, an Illinois limited partnership d/b/a Verizon Wireless, with its principal offices located at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921 (the "Assignor"), grantor for indexing purposes, and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with its principal office at c/o Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77057 (the "Assignee"), grantee for indexing purposes. All terms not otherwise defined herein shall be defined as set forth in that certain Formation Agreement between GTE Wireless Incorporation, a Delaware corporation, the Transferring Partnerships, the Transferring Corporations, Crown Castle International Corp., a Delaware corporation, and Crown Castle GT Corp., a Delaware corporation, dated November 7, 1999, as it may have been heretofore amended (the "Formation Agreement").

### WITNESSETH

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire that certain site lease, license, easement or similar agreement more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Site Lease"), and affecting the property and/or the premises more particularly described on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, if recorded, the Site Lease or a memorandum thereof is evidenced of record as more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on a telecommunications tower and/or ground space to the lessee(s), tenant(s) or licensee(s) described in that certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

B

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WHEREAS, pursuant to the Formation Agreement, Thrasher and the Transferring Entities agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Thrasher Contributed Assets and to assume the Thrasher Assumed Liabilities, all as more fully described in the Formation Agreement;

WHEREAS, the Site Lease and the Tower Lease(s) comprise a portion of the Thrasher Contributed Assets; and

WHEREAS, pursuant to the Formation Agreement, Assignee has as of this date acquired a substantial portion of the telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, as evidenced in part by a Global Contribution, Bill of Sale, Assignment and Assumption (the "Global Assignment").

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby (and pursuant to the Global Assignment does) unconditionally grant, sell, convey, assign, transfer, set over and deliver the Site Lease and the Tower Lease(s) unto Assignee, as a portion of the Thrasher Contributed Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), as the same exist on the date hereof as set forth and to the extent provided in the Formation Agreement:

Assignee hereby accepts such assignment and agrees to (and pursuant to the Global Assignment does) assume those Thrasher Assumed Obligations that arise out of the Site Lease and Tower Lease(s), as set forth and to the extent provided in the Formation Agreement and Global Assignment;

Assignor hereby acknowledges that the Tower Structure located on the premises demised under the Site Lease, and which comprise a portion of the Thrasher Contributed Assets, has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee pursuant to and under the Formation Agreement and Global Assignment; and

Assignee hereby acknowledges that, as of the date hereof, Assignor has located on such Tower Structure certain equipment which is more particularly described on Exhibit D attached hereto and made a part hereof (the "Assignor's Equipment"), which Assignor's Equipment comprises a portion of the Thrasher Excluded Assets. Assignee further acknowledges that notwithstanding anything contained herein to the contrary, no right, title or interest in the Thrasher Excluded Assets, including the Assignor's Equipment, is hereby transferred or assigned to Assignee and all right, title and interest in and to the same is hereby reserved by and unto Assignor.

Notwithstanding anything herein to the contrary, the Thrasher Retained Liabilities are specifically excluded from the Thrasher Assumed Liabilities and shall be retained by Thrasher at and following the execution and delivery of this instrument and the Global Assignment.

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Neither the making nor the acceptance of this Assignment shall (i) constitute a waiver or release by any party of any liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Formation Agreement, including, without limitation, the representations and warranties and other provisions which the Formation Agreement provides shall survive the date hereof as limited by the survival periods stated therein or (ii) enlarge, extend, restrict, limit or otherwise modify the terms, conditions and provisions of the Formation Agreement, including, without limitation, the period of survival of the representations and warranties provided for therein.

Copies of the Formation Agreement, the Global Assignment and the Site Lease are on file in the offices of Assignor and Assignee.

[remainder of page intentionally left blank; signature pages  
for both Assignor and Assignee follow]

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5/10/2019

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Signature Page for Assignment and Assumption Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Assignment under seal as of the day and year first written above.

ASSIGNOR:

**CHICAGO SMSA LIMITED PARTNERSHIP**, an Illinois limited partnership  
d/b/a Verizon Wireless

By: Cellco Partnership, a Delaware general partnership, its general partner

By: Bernadette Faiella

Name: Bernadette Faiella  
Title: Acting Executive Vice President and CTO

[Seal]

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### ACKNOWLEDGMENT

STATE OF NEW YORK  
COUNTY OF SOMERSET

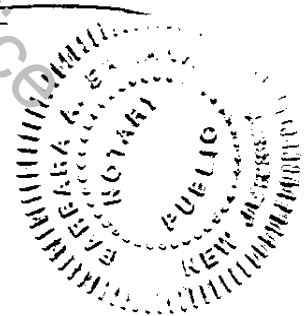
I, Barbara A. Ehmann, a Notary Public in and for said County in the State aforesaid, do hereby certify that Bernadette Faiella, personally known to me to be the Acting Executive Vice president and CTO of Cellco Partnership, a Delaware general partnership, as general partner of Chicago SMSA Limited Partnership, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25<sup>th</sup> day of June, 2001.

Barbara A. Ehmann  
Notary Public

My Commission expires:  
\_\_\_\_\_

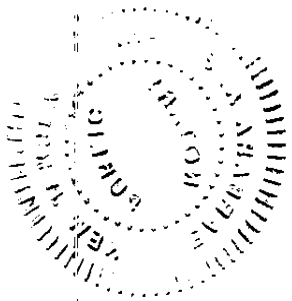
**BARBARA A. EHMANN**  
[Notary Stamp/Seal]  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires April 30, 2006



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BARBARA A. EHRMAN  
NOTARY PUBLIC OF ILLINOIS  
My Commission Expires April 03, 2013



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## Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a  
Delaware limited liability company

By: *Holly Ernst Groschner*  
Name: HOLLY ERNST GROSCHNER  
Title: Assistant Secretary

Property of Client's Office

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### ACKNOWLEDGMENT

STATE OF GEORGIA )  
COUNTY OF FULTON )

I, Marjorie Jordan, a Notary Public in and for said County in the State aforesaid, do hereby certify that HOLLY ERNST GROSCHNER, personally known to me to be the Assistant Secretary of Crown Castle GT Company LLC (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act and deed of the Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28<sup>th</sup> day of August, 2000.

*Marjorie Jordan*  
Notary Public

My Commission expires:  
JANUARY 30, 2001



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## EXHIBIT "A" (IL0470 - Norridge)

A parcel of land located within that part of the Northwest Quarter of the Northeast Quarter of Section 14, Township 40 North, Range 12 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the Westerly right-of-way line of Thatcher Avenue with the Southerly right-of-way line of Lawrence Avenue; thence S 88°32'38" W along the Southerly right-of-way line of Lawrence Avenue, being a line 50.00 feet South of (measured perpendicular thereto) and parallel with the North line of the Northeast Quarter of said Section 14, a distance of 335.61 feet; thence S 02°04'54" E a distance of 96.79 feet; thence S 46°47'08" E a distance of 7.18 feet; thence N 88°27'12" E a distance of 114.36 feet; thence S 46°32'48" E a distance of 17.01 feet; thence S 01°32'48" E perpendicular to the penultimate described course, 59.93 feet; thence N 88°27'12" E perpendicular to the last described course, 19.00 feet; thence S 01°32'48" E perpendicular to the last described course, 9.00 feet for the Point of Beginning; thence S 88°27'12" W perpendicular to the last described course, 19.00 feet; thence S 01°32'48" E perpendicular to the last described course, 9.00 feet; thence N 88°27'12" E perpendicular to the last described course, 19.00 feet; thence N 01°32'48" W perpendicular to the last described course, 9.00 feet to the Point of Beginning, containing 171.00 square feet in Norwood Park Township, Cook County, Illinois.

TOGETHER WITH all right, title and interest of grantor in and to the following Utility Easement:

A parcel of land located within that part of the Northwest Quarter of the Northeast Quarter of Section 14, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the Westerly right-of-way line of Thatcher Avenue with the Southerly right-of-way line of Lawrence Avenue; thence S 88°32'38" W along the Southerly right-of-way line of Lawrence Avenue, being a line 50.00 feet South of (measured perpendicular thereto) and parallel with the North line of the Northeast Quarter of said Section 14, a distance of 335.61 feet; thence S 02°04'54" E a distance of 96.79 feet; thence S 46°47'08" E a distance of 7.18 feet; thence N 88°27'12" E a distance of 114.36 feet; thence S 46°32'48" E a distance of 17.01 feet; thence S 01°32'48" E perpendicular to the penultimate described course, 59.93 feet; thence N 88°27'12" E perpendicular to the last described course, 19.00 feet; thence S 01°32'48" E perpendicular to the last described course, 9.00 feet; thence S 88°27'12" W perpendicular to the last described course, 19.00 feet; thence S 01°32'48" E perpendicular to the last described course, 9.00 feet; thence N 88°27'12" E perpendicular to the last described course (this course and its Easterly extension hereinafter referred to as Line "A") 9.50 feet for the Point of Beginning; thence S 00°36'07" E a distance of 37.79 feet; thence S 72°50'46" E a distance of 114.07 feet to the Northerly face of an existing concrete sidewalk; thence N 88°47'01" E along the Northerly face of said sidewalk, 7.93 feet to a Westerly face of said sidewalk; thence N 01°37'26" W along the Westerly face of said sidewalk, 2.64 feet; thence N 72°50'46" W a distance of 117.10 feet; thence N 00°36'07" W a distance of 34.22 feet to aforesaid line "A"; thence S 88°27'12" W, along said line "A" a distance of 5.00 feet to the Point of Beginning, containing 768.42 square feet in Norwood Park Township, Cook County, Illinois.

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TOGETHER WITH all right, title and interest of grantor in and to the following Access Easement:

A parcel of land located within that part of the Northwest Quarter of the Northeast Quarter of Section 14, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the Westerly right-of-way line of Thatcher Avenue with the Southerly right-of-way line of Lawrence Avenue; thence S 88°32'38" W along the Southerly right-of-way line of Lawrence Avenue being a line 50.00 feet South of (measured perpendicular thereto) and parallel with the North line of the Northeast Quarter of said Section 14, a distance of 335.61 feet for the Point of Beginning; thence S 02°04'54" E a distance of 96.79 feet; thence S 46°47'08" E a distance of 7.18 feet; thence N 88°27'12" E a distance of 114.36 feet; thence S 46°32'48" E a distance of 17.01 feet; thence S 01°32'48" E perpendicular to the penultimate described course 59.93 feet; thence N 88°27'12" E perpendicular to the last described course 19.00 feet; thence S 01°32'48" E perpendicular to the last described course 9.00 feet; thence S 88°27'12" W perpendicular to the last described course 19.00 feet; thence S 01°32'48" E perpendicular to the last described course 18.00 feet; thence S 88°27'12" W perpendicular to the last described course 12.00 feet; thence N 01°32'48" E perpendicular to the last described course 81.96 feet; thence N 46°32'48" W a distance of 7.07 feet; thence S 88°27'12" W perpendicular to the penultimate described course, 109.36 feet; thence S 43°12'52" W a distance of 6.96 feet; thence S 02°04'54" E a distance of 109.42 feet; thence S 15°42'38" E distance of 47.47 feet; thence S 01°14' 42" E a distance of 71.72 feet; thence S 46°20'25" E a distance of 7.06 feet; thence N 88°33'53" E a distance of 213.45 feet; thence N 01°14'29" W a distance of 3.58 feet to the Southerly face of an existing one story brick building; thence N 88°45'31" E along said Southerly face 30.00 feet; thence S 01°14'29" E perpendicular to said Southerly face 15.47 feet; thence S 88°33'53" W a distance of 124.28 feet; thence S 43°33'53" W a distance of 7.07 feet; thence S 01°26'07" E perpendicular to the penultimate described course 15.00 feet; thence S 88°33'53" W perpendicular to the last described course 12.00 feet; thence N 01°26'07" W perpendicular to the last described course 15.00 feet; thence N 46°26'07" W a distance of 7.07 feet; thence S 88°33'53" W perpendicular to the penultimate described course 102.12 feet; thence N 46°20'25" W a distance of 17.02 feet; thence N 01°14'42" W a distance of 75.19 feet; thence N 15°42'38" W a distance of 47.38 feet; thence N 02°04'54" W a distance of 229.78 feet to the aforesaid Southerly right-of-way line of Lawrence Avenue; thence N 88°32'38" E along said Southerly right-of-way line 12.00 feet to the Point of Beginning, containing 10,421.15 square feet, in Norwood Park Township, Cook County, Illinois.

**Common Address:**

Lawrence & Cumberland Shopping Center  
Lawrence & Cumberland Avenues  
Norridge, Illinois

**Property Identification No.:**

12-14-200-084

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## EXHIBIT A-1

### Site Lease Description

Lease Instrument dated 05/03/96 by Grace Ann Sanfilippo and the Estate of Joseph C. Sanfilippo, doing business as Lawrence & Cumberland Shopping Center, as Lessor and Chicago SMSA Limited Partnership (as Lessee, as the same may have been heretofore amended or assigned).

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## EXHIBIT B

### Recording Information of Site Lease

Document(s) of record in COOK, Illinois Records as follows:

<u>Date Recorded</u>	<u>Book</u>	<u>Page</u>	<u>Instrument #</u>
07/03/96			96-511327

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## EXHIBIT C

### Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

as the same may have been heretofore amended

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## EXHIBIT D

### Assignor's Equipment

That certain equipment described and located as follows:

#### Antenna(s)

<u>Manufacturer</u>	<u>Model</u>	<u>Max ERP</u>	<u>TIP Height</u>
Decibel	DB872H105X	0.0	100
Decibel	DB872H105X	28.9	100
Decibel	DB872H105X	0.0	100
Decibel	DB872H105X	0.0	100
Decibel	DB872H105X	28.9	100
Decibel	DB872H105X	0.0	100
Decibel	DB872H105X	0.0	100
Decibel	DB872H105X	28.9	100
Decibel	DB872H105X	0.0	100

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#### Microwave Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Structure Height</u>	<u>Primary Center Line</u>
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Together with any receiving antenna(s) related thereto and miscellaneous materials associated therewith such as, without limitation, the mounts, cable, ladder, coaxial cable, other similar miscellaneous materials, and equipment cabinets or shelters, as applicable.